

FOREST FIRE PREVENTION ANTEDATES THE REVOLUTION

Colonists Decreed "29 Lashes, Well Laid on" For The Man Who Set Fire to Woods.

Albuquerque, N. M., May 18.—Apropos of the coming danger season for forest fires, District Forester Redington has called attention to a very interesting booklet issued by Cornell University on pre-revolutionary forestry in America. Contrary to the general impression that American forestry is of recent growth, it is pointed out that such first principles as the prevention of forest fires developed with the first American settlements. Only six years after the Pilgrims landed at Plymouth Rock, the colony passed a law aimed to prevent the exhaustion of the local timber supply, and soon after a forest fire law was enacted, prohibiting the setting of forest fires or even the burning of private lands except during certain seasons. Similar laws were enacted by the Massachusetts Bay Colony, the New Haven Settlements, the Providence Plantations, Pennsylvania and others at about the same or even earlier dates.

Some of the penalties prescribed were very curious. The law of North Carolina, compelled the offender to pay a fine of 25 pounds, or, lacking this, "to receive on his bare back thirty-nine Lashes, well laid on." Burning of the woods, the law declared, is "destructive to cattle and hogs, extremely prejudicial to soil and often-times of fatal consequences to Planters and Farmers, by destroying their fences and improvements." Thus again do we learn, says the District Forester, that there is at least a medium of truth in the old saying: "There is nothing new under the sun."

SMALL GRAINS ARE BEING HARVESTED.

Considerable Smut to be Found.

GRASSHOPPER CONTROL.

In going over the county at this time it is indeed encouraging to see the numerous fields of small grains that are just being harvested. It means that the farmers are beginning to believe in diversified farming. Some crops have been threshed out already. The yields obtained in some cases were rather light. This should not be any criticism, however, as to the adaptability of the small grains to the Pecos valley, because the unusual climatic conditions this spring were not favorable toward the small grains. Generally speaking, wheat and barley have done better this spring than oats. This will have a tendency to decrease the acreage of oats another year and increase the acreage of wheat and barley. Many people ask the value of barley. Barley, pound for pound, will produce more pork than shelled indian corn. In feeding barley to hogs, it is better to have it ground and fed as a mash, by adding water at the time of feeding.

Many fields were found to be badly infested with smut. In some instances fully 40 percent of the crop will be lost because of smut. TO PREVENT SMUT IT IS ABSOLUTELY ESSENTIAL THAT THE SEED BE TREATED WITH FORMALDEHYDE. In one field of wheat where the seed was treated it was impossible to find one head of smutted wheat. It costs less than 3 cents to treat seed enough for one acre. You cannot afford to plant untreated seed. Later on in the summer the county agent will give demonstrations over the county on treating the seed for smut.—Farmers' Exchange Bulletin

ORDINANCE NO. 117.

An Ordinance Granting a Franchise to Mary E. Tinsall, Giving Her Heirs, Executors, Administrators and Assigns, a Right to Build, Operate and Maintain an Electric Light and Power System in the Town of Carlsbad.

Section 1. Mary E. Tansill, a citizen of the United States, over the age of twenty-one years, a resident of the city of Chicago and State of Illinois, her heirs, executors, administrators and assigns, is hereby granted and the privilege is hereby granted to the said Mary E. Tansill, her heirs, executors, administrators or assigns, for a period of twenty-five years, from the first day of April, A. D., 1916, to the 31st day of March, A. D., 1941, to use the streets, alleys and public places and grounds of the town of Carlsbad, for the purpose of building, operating and maintaining an electric light and power system, and to construct, maintain, place and use poles, towers, overhead street, alley and public places and grounds of the said town all necessary poles, posts and towers, and stretch, run and suspend wires thereon and to do all other things necessary for the purpose of constructing, operating and maintaining said electric light and power system within the corporate limits of said town; to establish, maintain and operate machinery, appliances and apparatuses within the said town which may be necessary for the establishment and maintenance and operation of the said electric light and power system, to make all necessary excavations in the streets and alleys

Christians & Co., INSURANCE.

Section 5. It shall not be lawful for any person to damage or in any way interfere with the poles, posts or towers, nor to damage or in any way interfere with the wires, lamps or other property of Mary E. Tansill, her heirs, executors, administrators, or assigns, used by her in the exercise and enjoyment of the privileges herein granted, unless authorized by the said Mary E. Tansill, or by the board of trustees of the said town; but the provisions of this paragraph shall not apply to any persons engaged in making, repairs, grading or improving said streets, or in any other public work, or to any person walking on behalf of or by order of the said Board of Trustees.

Section 6. Any person who shall violate the provisions of the next preceding paragraph shall be punished by a fine of not less than twenty-five (\$25) Dollars and costs of prosecution or by imprisonment in the town prison or county jail for a period not exceeding ninety days, or by both such fine and imprisonment, in the discretion of the Court.

Section 7. At no time during the life of this franchise shall the lake created by the "Tanisll Power Dam" be closed or its use denied the citizens of Carlsbad for boating, bathing, fishing and other pleasure pastimes, free of charge.

Section 8. The town of Carlsbad in granting this franchise surrenders no privileges or rights that it may now have or possess of owning or installing any system of lights, heat or power and furnishing the same to the citizens of Carlsbad and the inhabitants thereof.

Section 9. Whenever any excavations are made, in any of the streets or alleys, by the said Mary E. Tansill, her heirs, executors, administrators or assigns, in the exercise of the Franchise hereby granted the said Mary E. Tansill, her heirs, executors administrators or assigns shall re-fill, fill up and replace such excavations by any material or substance which is placed thereon. And should any paving or Macadamizing be broken, torn up, or mis-placed, same shall be re-built or replaced in such manner that the surface of said street or alley shall

Section 10. This franchise is granted upon the expressed condition that it shall not be conveyed, transferred or assigned by the said Mary E. Tansill, her heirs, executors, administrators or assigns, without the written consent of the Board of Town Trustees of said town of Carlsbad. If property is mortgaged the funds shall be used in the development of the property and betterment of the electric light plant.

Section 11. For the faithful performance of the conditions of this franchise, upon the part of the said Mary E. Tansill, her heirs, administrators, executors and assigns, the said Mary E. Tansill, her heirs, administrators, executors or assigns shall make or cause to be made and executed to the town of Carlsbad a good and sufficient and solvent bond in the sum of \$2500.00, said bond to be executed and delivered within thirty days after the enactment and passage of this ordinance and the granting of this Franchise, by the said Mary E. Tansill, her heirs, executors,

Section 12. After the passage of this ordinance by the town trustees of the town of Carlsbad, and its approval by the mayor of the said town and its acceptance and approval by the said Mary E. Tansill, it shall be published as required by law and shall become of full force and effect ten days from the publication.

Upon motion of M. R. Smith, Town Trustee, duly seconded by W. A. Poore, Town Trustee, that said ordinance be passed, the roll was called which resulted in the following vote, upon the question of the passage of said ordinance:

Years: W. A. Poore, Julian Smith,
Milton R. Smith.
Nays: F. G. Snow.
Thereupon the mayor declared the
ordinance duly passed and ordered its
publication as required by law.
(Signed) D. G. GRANTHAM,
(SEAL) Mayor.
Attest:
(Signed) JOE C. RUNCH,

Carlsbad, New Mexico, June 6th,
1916.

For myself, my heirs, executors, administrators and assigns I hereby accept and agree to all the terms and conditions of the bequest(s) being granted (Ordinance No. 115) and hereby and irrevocably assign, my heirs, executors, administrators and assigns to the public in perpetuity 90-003 out of the above.

Witness my hand and seal, this 1st day of MARY E. TANSILL.

NOTICE OF SALE.

New Mexico
No. 9153.

Ida B. Callen, Plaintiff,
versus
H. D. Callen, Defendant,
State of New Mexico,
To H. D. Callen, Defendant, Greeting:
You are commanded to appear be-
fore the District Court, in and
for the County of Edly, (that being the
Court in which the complaint herein is
filed and said cause is pending) in
the Fifth Judicial District in the State
of New Mexico, and answer the com-
plaint of plaintiff, Ida B. Callen,
within FIFTY days from the date of
the first publication of this summons
to-wit: on or before August 1st
A. D. 1916.
You are hereby notified that the
general objects of said action, are
full and complete divorcement of
plaintiff from you, said defendant, and
that plaintiff be awarded the care and
custody control, management and
education of the two minor children,
Ida Callen and Bennie Callen, dur-
ing their minority.
The grounds alleged for divorce
being abandonment and non-support.
You are further notified, that the
name and business address of at-
torney for plaintiff, is, D. G. Gran-
tham, Carlsbad, New Mexico.
You are further notified that un-
less you so appear and answer in
said cause, on or before the expiration
of the time aforesaid, the plain-
tiff will apply to the Court for the

judgment and relief demanded in
judgments 1-4 of Section Thirty-three (33)
and the Northeast quarter of North-
east quarter 1-4 of Section Thirty-
two (32), Township Twenty-two (22)
south, range twenty-eight (28) East
of New Mexico Principal Meridian,
containing two hundred and forty
acres more or less according to gov-
ernment survey. Also a perpetual
water right of three (3) acre feet
per acre per annum for the above de-
scribed land from the water rights of
said party of the first part said water
rights being the water of the river from
the Pecos River and being from the
water appropriations originally made
by F. E. Downs and now owned by
the party of the first part.

On the third cause of action for the sum of \$3000.00 with interest at 8 per cent per annum from the 20th day of September, 1915, and the further sum of \$125.00 attorney's fees and for costs of said suit and the costs of making this sale. The amount of said sums (exclusive of costs and expenses of this sale) with interest as provided in said judgment and decree to the 27th day of June, 1916, the date of the sale hereinafter mentioned, is to wit: \$3912.00.

NOTICE OF FORECLOSURE SALE.
No. 2381.

The undersigned was in said judgment and decree appointed Special Master to sell the following described property being in Eddy County, State of New Mexico:

The North half (1-2) of the Northwest quarter (1-4) and Southwest quarter (1-4) of Northwest quarter (1-4) section Twenty-nine (29); and Northeast quarter (1-4) section Twenty-nine (29), Township Twenty-two (22) South, Range Twenty-eight (28) East of New Mexico Principal Meridian, containing in all two hundred and eighty (280) acres more or less according to government survey, also a perpetual water right of three (3) acre feet per acre per annum for the above described land, and from the water rights of the said party of the first part, said water right being for the use of water from the Pecos River, and being from the water right appropriations originally made by F. E. Downs and now owned by the party of the first part.

On the fourth cause of action for the sum of \$3000.00 with interest at 8 per cent per annum from the 20th day of March, 1914, (subject to a credit of \$62.90 part payment of said interest) and the further sum of \$125.00 attorney's fees and for costs of said suit and the costs of making this sale. The amount of said sums, (exclusive of costs and expenses of this sale) with interest as provided in this judgment and the date of the 27th day of March, 1916, the date of the sale hereinafter mentioned, is, to wit: \$3624.57.

The undersigned was in said judgment, and decree appointed Special Master to sell the following described property being in Eddy County, State of New Mexico:

The North half (½) of the South-east quarter (¼) Section Twenty-nine (29), and the Southwest quarter (¼) of Section Twenty-eight (28), all in Township twenty-two (22) South, Range Twenty-eight (28), East of New Mexico Principal Meridian, containing two hundred and forty (240) acres more or less according to the Government Survey. Also a perpetual water right of three (3) acre feet per acre per annum for the above described land from the water rights of said party of the first part, said water rights being for the use of water from the Pecos River and being from the water right appropriations originally made by F. E. Downs and now owned

Therefore, the undersigned will, on the 27th day of June, 1916, at 10 o'clock A. M., at the South front door of the court house (old building) in Carlsbad, Eddy County, New Mexico, offer for

Notice is hereby given that in Cause No. 1978 of the Civil Docket of the

sale, separately, the above described property to pay and discharge the judgment rendered in the separate causes of actions and against the several described pieces of property together with all costs, attorney's fees, costs of suit, and costs of this sale actually accrued and to accrue, to the highest and best bidder for cash, and notice is further given that any surplus received over and above money sufficient to pay such judgment and costs will be paid over to the Clerk of the District Court of Eddy County, New Mexico, to be by him held subject to the order of said Court.

The time and conditions of sale are that the produce price shall be paid in cash.

In Witness Whereof I have hereunto set my hand this 27th day of May, 1910.
JAMES L. [Signature] Master

[illegible]

Notice is hereby given that the State of New Mexico, under the provisions of the Acts of Congress approved June 21, 1906 and June 30, 1910 and acts amendatory, and

SW 1-4 SW 1-4, SW 1-4 SE 1-4
Sec. 20; NW 1-4 NW 1-4 Sec. 20 T 2
S. R. 21 E., N. M. Mer. 130 acres.
List No. 7170. Serial No. 034617
SW 1-4 SW 1-4, SW 1-4 SE 1-4
Sec. 20; NW 1-4 NW 1-4 Sec. 20 T 2
S. R. 21 E., N. M. Mer. 130 acres.

1. 2, 3. 4. NE 1-4 NW 1-4, SE 1-4, SW 1-4, Sec. 30 T. 24 S. R. 34 E. N. M. Mer. 31122 acres.

Protests or contests against any or all of such selections may be filed in this office during the period of publication hereof, or at any time before final certificate.

EMMETT PATTON,
Register

19-May-5